

-0042

July '80 - Dec. 1981

MEMORANDUM OF UNDERSTANDING

CITY OF PLAINFIELD - PLAINFIELD P.B.A. LOCAL 19

JUL 3 1980  
20-12  
CITY CLERK'S OFFICE

WHEREAS, the City of Plainfield and Plainfield P.B.A. Local 19 have many mutual concerns about the provision of public safety services to Plainfield residents, and

WHEREAS, both parties agree it is appropriate to record some understandings about City policy separate from the formal labor agreement, and

WHEREAS, the two parties have reached the following understandings:

Section 1 Tour Minimums

The City agrees to schedule uniformed Police Officers performing motorized patrol responsibilities in such a manner that:

- a) No fewer than six officers are scheduled to perform such functions between the hours of 12:00 A.M. and 6:00 P.M., and
- b) No fewer than ten officers are scheduled to perform such functions between the hours of 6:00 P.M. and 12.00 A.M.

Section 2 Table of Organization

The Table of Organization of the Plainfield Police Division for 1980 and 1981 shall be as follows:

Chief	1
Captains	3
Lieutenants	5
Sergeants	17
Police Officers	92

This Table of Organization should be used as a guide. It is understood that the City retains the right to establish staffing requirements which in the opinion of the Director of Public Affairs and Safety and Police Chief meet the needs of the Police Division.

### Section 3 City Policy

It is understood that Sections 1 and 2 above represent the continuation of existing City policy and that there will be no changes in these policies without joint discussions between both parties to this agreement.

### Section 4 Two Person Cars

It is agreed that a joint study will be made by both parties to this agreement of the impact of the City's existing policy regarding two person patrol cars and any alternatives to the existing policy that may be considered. It is the intent of these parties to reach an agreement on a policy at the conclusion of the study and reduce it to writing in another Memorandum of Understanding. The study will take place within the effective dates of this agreement.

### Section 5 Duration of Agreement

This Memorandum of Understanding shall be effective immediately and continue in effect until December 31, 1981.

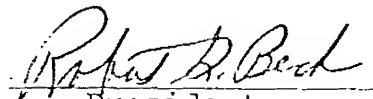
City of Plainfield

P.B.A. Local 19

By

  
City Administrator

By

  
President

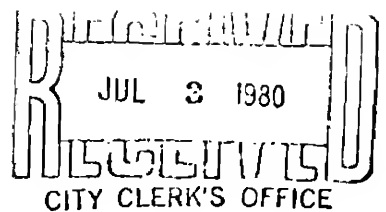
Date

July 3, 1980

Date

3 July 80

PREAMBLE



This Agreement entered into the day and year set opposite the signatures of the parties, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City" and Local No. 19, Policemen's Benevolent Association, hereinafter called the "PBA".

WITNESSETH:

WHEREAS, the City has an obligation, pursuant to N.J.S.A. 34:13A-1 et. seq. as amended, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement as follows:

ARTICLE I - RECOGNITION

1-1. The City hereby recognizes the PBA as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all sworn police personnel, excluding the Police Chief, whether on active employment or leave of absence authorized by the City.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et. seq. as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of police employment. Such negotiations shall begin in accordance with N.J.A.C. 19:12-2.1 (a). Any agreement so negotiated shall apply to all Police Officers, be reduced in writing and adopted by both parties.

2-2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2-3. Continuing Review of this Agreement

(a). Representatives of the City and the PBA negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

(b). Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

(c). All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Police Officers involved are free from assigned responsibilities, unless otherwise agreed.

(d). Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be adopted by both parties.

2-4. The City agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article I of this Agreement, with any organization other than the PBA for the duration of this Agreement.

2-5. This Agreement shall not be modified in whole or in part by the parties except by an agreement in writing duly executed by both parties.

### ARTICLE 3 - GRIEVANCE PROCEDURE

#### 3-1. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

#### 3-2. Definition

The term grievance as used herein means any controversy, difference or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

#### 3-3. Steps of the Grievance Procedure - Employee

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of disciplinary action and other matters which are cognizable under Civil Service Law, Rules and Regulations, which shall proceed for resolution, if any, in accordance with those Civil Service Rules and Regulations. In addition, City initiated grievances will proceed in accordance with Section 3-4. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent:

##### Step One:

Whenever an employee has a grievance, he shall institute action under the provisions hereof within thirty (30) calendar

days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his Bureau Commander, for the purpose of resolving the matter informally. Such grievance shall be in writing. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the employee's rights under Step 6 under this sub-section. The Bureau Commander shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him.

Step Two:

When an employee is informed by his Bureau Commander that he is unable to arrange a mutually satisfactory solution to the grievance or the suggested solution is unacceptable to the employee, the employee must, if he wishes to present the grievance to a higher authority, forward the written grievance to the Chief of Police and notify the Bureau Commander to whom the grievance was first submitted. Within two (2) working days the Bureau Commander will report in writing to the Chief of Police the facts and events leading up to the grievance by the employee. The written grievance shall include an explanation as to why the grievant is unsatisfied with the solution suggested by the Bureau Commander.

Step Three:

The Chief of Police will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer to the grievance by the Chief of Police, the grievant shall notify the Director of Public Affairs and Safety in writing within five (5) days of receiving the answer from the Chief of Police. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer by the Chief of Police.

Step Four:

The Director of Public Affairs and Safety will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the Director of Public Affairs and Safety, the grievant shall notify the City Administrator in writing within ten (10) days of receiving the answer from the Director of Public Affairs and Safety. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the Director of Public Affairs and Safety.

Step Five:

The City Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the City Administrator, the grievant shall notify the Mayor in writing within ten (10) days of receiving the answer

from the City Administrator. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the City Administrator. The Mayor will have ten (10) working days to consider and formerly act on the grievance.

Step Six:

In the event the matter has not been satisfactorily resolved at Step Five, the Association may within forty-five (45) calendar days file with the American Arbitration Association for the selection of an arbitrator in accordance with the rules, regulations and procedures of the American Arbitration Association. The arbitrator so selected shall be bound by the terms of the Agreement and shall not have the power to add to, subtract from or in any way modify or change the terms of the Agreement. His sole function shall be the interpretation of the Agreement between the parties and he shall be bound by the laws of the State of New Jersey and the decisions of the Courts of the State of New Jersey. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The fee and expenses of the arbitrator shall be borne equally by the parties. The filing fee of the American Arbitration Association shall be paid in its entirety by the Party initially filing the request for an arbitrator. Either party desiring to present witnesses shall pay for the expenses of those witnesses and any other expenses which the parties may individually incur. The arbitrator shall render his decision in writing with reasons therefore within thirty (30) days of the close of the hearing.

3-4. City Grievances

Grievances initiated by the City shall be filed directly with the PBA President within thirty (30) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the City and the PBA in an earnest effort to adjust the differences between the parties. In the event the parties are unable to resolve their differences, the matter shall proceed to arbitration in accordance with Step six above, including the same manner of costs.

3-5. Rights of Police Officers to Representation

(a). Any party in interest may be represented at all stages of the grievance or disciplinary hearing procedure by himself, or, at his option, by a representative selected or approved by the PBA, or by counsel of his choice. When a Police Officer is not represented by the PBA, the PBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Police Officer is not a member of the PBA, consent must be granted by said Police Officer in order for a PBA representative to be present.

(b). No reprisals or harassment of any kind shall be taken by the City or by any member of the administration against any party in interest, any representative, any member of the PBA committee or any other participant in the grievance procedure by reason of such participation or by reason of participation in any lawful action of the collective negotiation or bargaining process.

3-6. Miscellaneous

(a). Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared by the Director of Public Affairs and Safety and the Police Chief in consultation with the PBA and given appropriate distribution so as to facilitate operation of the grievance procedure.

(b). All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives unless public hearings are required by law.

3-7. Internal Advisory Hearing Board

(a). The City and the PBA agree to utilize the Internal Advisory Hearing Board as provided in Section 2:7-2 and Sections 3:6-1 through 3:6-9 of the Plainfield Municipal Code as a part of the disciplinary process involving sworn police personnel and the aforementioned portions of the Municipal Code are made a part of this Agreement.

(b). Any grievance under Article 3 of this Agreement concerning an interpretation of Sections 3:6-7 through 3:6-9 of the Plainfield Municipal Code is not subject to Step Six of the grievance procedure identified in Article 3, Section 3 of this Agreement.

(c). It is understood that time constraints associated with disciplinary action or notice of a complaint are intended to give an officer adequate notice of a complaint and time to prepare a defense if charges are filed. Failure to meet any of the specific time limits is not in and of itself grounds for dismissal of any disciplinary action.

ARTICLE 4 - POLICE OFFICERS RIGHTS

Pursuant to N.J.S.A. 34:13A-1 et seq. as amended, the City and the Association hereby agree that every Police Officer shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. Both the City and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. as amended, or other laws of New Jersey or the Constitution of New

Jersey and the United States.

#### ARTICLE 5 - PBA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the PBA in response to reasonable requests, available information concerning the financial resources of the City and the names and addresses of all Police Officers which the PBA may require in collective negotiations or the processing of grievances.

5-2. Whenever any representatives of the PBA or any Police Officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5-3. The PBA shall have the right to use the PBA bulletin board at Police Headquarters to post appropriate materials.

5-4. The President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Sergeant of Arms and State Delegate of the PBA may request the opportunity to attend regular PBA monthly meetings without loss of pay in the event that any of the aforementioned individuals are scheduled for duty during the time of the meeting. This request is subject to approval by the Chief of Police and if denied subject to appeal to the Director of Public Affairs and Safety whose paramount concern shall be the needs of the police services and the City. Therefore, either the Chief of Police and/or the Director of Public Affairs and Safety may deny the request for attendance by any or all of the aforementioned individuals at such meetings in the event in their sole judgment such denial would be inconsistent with the needs of the police service and the City.

5-5. The PBA President or other single designee of the PBA shall have the option to be assigned to day hours to permit said officer or designee to attend to PBA business.

#### ARTICLE 6 - CITY'S RIGHTS AND PRIVILEGES

##### 6-1. Management Responsibilities

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.



2. The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and the Ordinances of the City of Plainfield.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A and 11 or any other national, state, county or local laws or ordinances.

6-2. Maintenance of Operations

The PBA covenants and agrees that during the term of the Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will nay of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a Police Officer from his duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The PBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in this Agreement pursuant to Section 6-2 shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

6-3. Reprisal or Harassment Prohibited

No reprisals or harassment of any kind shall be taken by the PBA or its representatives against any member of the City bargaining team or any management participant in the grievance procedure by reason of such participation or by reason of participation in the collective bargaining process.

ARTICLE 7 - HOURS OF EMPLOYMENT

7-1. The hours of employment for Police Officers shall be as follows:

(a). Designated personnel will work 8-1/2 hours per day, four (4) days on, two (2) days off.

(b). Once every twenty-four (24) weeks personnel involved in the 8-1/2 hour plan will work an additional day, making it five (5) days on, two (2) days off.

(c). Personnel will be assigned to three (3) regular shifts, which will commence duty at 0750, 1550 and 2330 hours respectively.

(d). There will be a fourth overlapping shift which will also work 8-1/2 hours per day, with the daily starting time to vary and be based on current trends and needs for services, as determined by the Chief of Police, however, it will operate during the evening high incident hours.

(e). Shift changeovers will occur every second Monday. The exact hours for particular employees and other personnel shall be established by the Chief of Police and approved by the Director of Public Affairs and Safety and the City Administrator. 7-2A. It is hereby agreed that a continuing monitoring of overtime duty hours for Police Officers shall be made by the City and the PBA, and the City agrees to use its best efforts to recruit sufficient personnel to satisfy the authorized table of organization in order to maintain overtime duty hours at a reasonable level. Assignments would not be made to fill vacancies on an overtime basis unless the unit falls below the minimum strength as designated by the Chief of Police and as approved by the Director of Public Affairs & Safety. It is further agreed that the PBA shall use its best efforts to maintain overtime at the lowest possible figure and to discourage the misuse of overtime.

7-3A. It is recognized that Captains in the Police Division fulfill a higher management function and that they will therefore not be entitled to any overtime compensation for any hours worked in excess of the normal work week set forth in Article 7-1 above.

7-3B. Authorized overtime worked by Sergeants and Lieutenants in 1980 will be compensated with compensatory time off at straight time rates. In 1981 no compensation will be provided for the first twenty-four (24) overtime hours worked. Any authorized overtime worked beyond twenty-four (24) hours during the calendar year 1981 will be compensated in time off or pay at a rate of time and a half for each hour worked.

7-3C. Any time worked by the Police Officers in excess of the hours set forth in 7-1 above shall be compensated at the rate of time and one-half cash payment with the exception of those hours set forth in 7-4 herein. Police Officers will also be given an option of requesting compensatory time off in lieu of payment on a time and one-half basis.

7-4. Effective January 1, 1980 and for the duration of the term of this Agreement all Police Officers will receive time and one-half cash payment or may request compensatory time off at the one and one-half rate, except that for the first half hour worked after a normal tour of duty, payment will be at straight time.

#### ARTICLE 8 - NON-POLICE DUTIES

The City and the PBA acknowledge that a Police Officer's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end. The City and the PBA agree that Police Officers, Sergeants, and Lieutenants have the right to engage in certain outside security work as determined by the Police Chief. The decisions of the Police Chief relating to the provisions of Article 8 shall be subject to the grievance procedure up to and including Step 5 of Section 3-3, but shall not include Step 6.

#### ARTICLE 9 - SALARIES

The salary guides for employees for 1980 and 1981 are set forth in Attachments A, B, and C of this Agreement. Employees at less than maximum pay are eligible for a merit increase on the attached salary guides consistent with Section 11:7-5 of the Plainfield Municipal Code. Attachment C. reflects a one grade upgrade for each rank. The upgrade will be calculated as provided in Section 11:7-5(e) the Plainfield Municipal Code. For those employees who receive a merit increment in 1981, the upgrade will be calculated after the increment is granted.

#### ARTICLE 10 - SICK LEAVE AND LEAVE OF ABSENCE

10-1. Sick leave and leaves of absence shall be determined as set forth in Section 11:9-6 of the Municipal Code of the City of Plainfield.

10-2. Upon regular retirement, work connected disability retirement or death for any reason members shall be entitled to pay at the prevailing rate at the time of retirement or death on the basis of one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used. Upon separation from service in good standing other than said retirements or death, the member shall be entitled to pay at the prevailing rate at the time of separation on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulated and not previously used.

#### ARTICLE 11 - INSURANCE PROTECTION

11-1. The City shall pay the entire cost of Major Medical Insurance and basic medical insurance which shall be Blue Cross - Blue Shield including Rider J or their equivalent in benefits and services as determined by the City in consultation with the PBA

for all Police Officers and their families. In no event will any substituted Major Medical or Basic Medical Insurance provide fewer total benefits than the present Major Medical, Blue Cross and Blue Shield and Rider J nor will any substitution take place without the agreement of the majority of the five recognized City employee groups.

11-2. In addition to any and all other life insurance coverage currently afforded to uniformed members of the Police Division by virtue of their participation in the Policemen and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Police Division who has completed five (5) years of service with pay a group life insurance policy of a face value of \$4000.

11-3. Non-Job Related Disability Income Protection

Those Police Officers who have not yet completed five (5) years of service will be provided a Disability Insurance Plan which will provide income of fifty percent (50%) of the employee's present salary following the utilization of all sick and vacation leave that would be forthcoming or a 180 day waiting period, whichever is longer. In the event that an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the 180 day waiting period, the City agrees to pay fifty percent (50%) of the employee's salary up to the expiration of the 180 day waiting period. Such payment of 50% of salary will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long term disability coverage. After the completion of five (5) years of service, the disability income insurance coverage will terminate and the employee will be provided group life insurance as provided in Section 11-2 (above).

11-3A. Police Officers with more than five (5) years of service are covered for disability income under the Police Pension System providing that the employee retires as a result of the disability. The City agrees to provide a supplemental Disability Income Insurance Plan to Police Officers with more than five (5) years of service. Such plan shall provide, when combined with other existing benefits, at least fifty percent (50%) of the employee's salary. Such plan will not become effective until such time as the employee has exhausted all of his or her sick leave and vacation leave and will provide coverage from the time of exhaustion of benefits up until one year from the time the injury or illness commenced. Such payment shall be at fifty percent (50%) of salary and will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long term disability coverage.

11-4. The City may allow, with the approval of the City Administrator, sworn police personnel, who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick time upon exhaustion of accumulated sick and vacation time. The understanding of this option is that the employee must have at least one (1) year seniority and understands the obligatory nature of this type of action. Requests submitted under this section, if approved by the City Administrator, shall be accepted in writing by the affected employee.

11-5. The City agrees to provide a prescription plan for employees consistent with the arbitration ruling of June 22, 1978. As provided in the ruling, the City's financial obligation for the prescription plan shall not exceed \$11,261.04 in 1980 or 1981. This clause shall survive the termination date of this contract as a continuing benefit to the PBA.

#### ARTICLE 12 - VACATIONS AND HOLIDAYS

12-1. All employees shall earn vacation as set forth in Section 11:9 of the Municipal Code of the City of Plainfield. The schedule is as follows:

1 - 5 years of service	13 days
6 - 10 years of service	16 days
11 - 15 years of service	19 days
16 - 20 years of service	22 days
21 years of service and more	26 days

12-2. All employees below the rank of Captain shall have the following holiday schedule:

- (a) Thirteen (13) holidays per year. Eight (8) of the thirteen holidays shall be taken as additional vacation days and five (5) of the thirteen holidays may be taken as additional vacation days or as "paid days". Employees shall advise the Chief of Police of their intention to treat the five holidays as vacation days or "paid days" by February 1 so that the City may budget its financial obligations accurately. The payment for paid days will be made in the first regular pay day in December.
- (b) The Police Chief, all Captains, all sworn personnel assigned to the Administrative Bureau, all sworn personnel assigned to the Traffic Section, supervisory personnel assigned to the Service Bureau shall receive thirteen (13) holidays but shall receive no "paid days". If personnel are assigned as indicated during the year adjustments will be given on a prorated basis which shall be set forth in writing, prior to assignment.

ARTICLE 13 - LONGEVITY

13-1. The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years service in the following amounts:

10 years of service	\$ 400
15 years of service	\$ 800
20 years of service	\$ 1100
25 years of service	\$ 1400

13-2. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30 of the calendar year.

13-3. In addition the City agrees to the following exceptions:

- A. Employees now receiving longevity at eight (8) and nine (9) years will be paid in accordance with the schedules above, as if they had served ten (10) years.
- B. Any full-time employee on July 1, 1976 will be eligible for the first longevity payment after completing eight (8) years of service under the constraints of Section 13-2 of this Agreement and the provisions of Section 11:4-1 of the Municipal Code.
- C. If the computation of longevity as set forth in the 1975 salary ordinance using the 1976 salary guide results in a higher figure than the longevity payment schedule above, the employee will receive the higher longevity amount. If the 1976 longevity payment is higher than the longevity payment, as reflected in the schedule above, the employee will continue to receive the 1976 longevity payment total in 1980 and 1981.

ARTICLE 14 - MISCELLANEOUS

14-1. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14-2. The City and the PBA agree that there shall be no discrimination and that all practices, procedures and policies of the Police Division shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Police Officers on the basis of race, creed religion, national origin, marital status or sex. Nothing in this section shall prohibit the City from complying with its legal obligations in regards to Federal, State and Local affirmative action laws.

14-3. Copies of this Agreement together with copies of the City Personnel Ordinance and Amendments thereto shall be supplied to all Police Officers now employed, hereafter employed or considered for employment by the City. The City shall supply the papers and equipment required and the PBA will supply the labor required.

14-4. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to any ordinances in this Agreement shall be to such ordinances in effect at the time of the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

14-5. Retroactive to January 1, 1980 when any uniformed member of the Police Division is directed by the Police Chief or his authorized designee to serve in the capacity of:

1. Commanding Officer of the Uniformed Bureau,
2. Commanding Officer of the Administrative Bureau,
3. Commanding Officer of the Criminal Investigation Bureau,
4. Commanding Officer of the Service Bureau, and/or
5. Watch Commander (Lieutenant) or any other assignment deemed necessary by the Police Chief and such assignment exceeds twenty-five (25) hours within a two week period, he shall be paid the appropriate rate of pay for all hours worked in said assignment as provided in Section 11:75(c) of the Municipal Code of the City of Plainfield.

14-6. All employees assigned to the Criminal Investigation Bureau shall receive up to \$300 per year for civilian clothing worn in the performance of his duty. Any payment under this subsection will be made only upon receipt of verification of clothing purchase.

14-7. All uniformed employees shall receive in 1980 and 1981 a \$300 payment as reimbursement for maintenance of their uniforms. This payment will be made in December of 1980 and December of 1981.

14-8. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association and consistent with applicable law) the City agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Association.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) days prior to the effective date of such change.

The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Association to the City.

14-9. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

#### ARTICLE 15 - DURATION OF AGREEMENT

15-1. This Agreement shall be effective as of January 1, 1980 and shall continue in effect until December 31, 1981, subject to the PBA's and the City's right to negotiate over a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the PBA has caused this Agreement to be signed by its President and Secretary and the City has caused this Agreement to be signed by its Mayor and attested by the City Clerk and its corporate seal placed thereon, all on the day and year first below written.

#### POLICEMEN'S BENEVOLENT ASSOCIATION

By: Robert D. Beck 30/1/80  
President Date

ATTEST:

Frank J. Pfeiffer 3/1/80  
Secretary Date

#### CITY OF PLAINFIELD

By: Gene W. Keefe 1/3/80  
Mayor Date

ATTEST:

Emilia P. Stelara 7/3/80  
City Clerk Date





## SCHEDULE A

DATE: JANUARY 1, 1980

	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
OFFICER 15	476	13013	13489	13965	14441	14917	15393	15869	16345	16821	17297	17773
SERGEANT 18	547	14992	15539	16086	16633	17180	17727	18274	18821	19368	19915	20462
ENLISTED 21	632	17256	17888	18520	19152	19784	20416	21048	21680	22312	22944	23576
CAPTAIN 24	730	19896	20626	21356	22086	22816	23546	24276	25006	25736	26466	27196

SCHEDULE C

DATE: JANUARY 1, 1981

	INCREMENT	1	2	3	4	5	6	7	8	9	10	11	
OFFICER	16	536	14604	15140	15676	16212	16748	17284	17820	18356	18892	19428	19964
OFFICER	19	617	16828	17445	18062	18679	19296	19913	10530	21147	21764	22381	22998
OFFICER	22	710	19386	20096	20806	21516	22226	22936	23646	24356	25066	25776	26486
OFFICER	25	819	22356	23175	23994	24813	25632	26451	27270	28089	28908	29727	30546



RESOLVED, That this City Council hereby ratifies the execution of the attached agreement for 1980-1981 between the City of Plainfield and the Policemen's Benevolent Association (PBA), Local 19, and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council

June 2, 1980

EMILIA R. STAHURA

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City Clerk

going is a true copy.

*Emilia R. Stahura*  
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City Clerk